

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights (Previously Recorded at Reel 2081 Frame 0687 and Reel 2082 Frame 0600)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fleet National Bank, as Lender and Administrative Agent		08/04/2004	National banking association:

RECEIVING PARTY DATA

Name:	TVI, Inc.
Street Address:	11400 SE 6th Street
Internal Address:	#220
City:	Bellevue
State/Country:	WASHINGTON
Postal Code:	98004
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	75188180	SAVERS

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-2254
 Email: LLevy@stblaw.com
 Correspondent Name: Robyn Rahbar, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	015571/0403
NAME OF SUBMITTER:	Lea B. Levy

Total Attachments: 4

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**TRADEMARK
 REEL: 002923 FRAME: 0130**

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of August 4, 2004, from FLEET NATIONAL BANK, as Lender and as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to TVI, INC. ("TVI"), a Washington corporation with its principal place of business located at 11400 SE 6th Street, #220, Bellevue, Washington 98004.

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of May 2, 2000, made by Savers, Inc. and TVI, Inc. (the "Companies") in favor of the Agent (as defined therein) (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Companies to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Collateral and Pledge Agreement, dated as of March 2, 2000 among the Agent and TVI (the "Trademark Security Agreement"), by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 16, 2000, at Reel 2081, Frame 0687 and Reel 2082, Frame 0600.

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:


1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Companies' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in Security Agreement and the Trademark Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

FLEET NATIONAL BANK,
as Administrative Agent

By: 
Name: Kathleen Dimock
Title: Managing Director

Schedule A

U.S. Trademark Registration

<u>Title</u>	<u>Registration Number</u>
SAVERS	75188180